



3. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges, and Easement herein granted.

4. Grantor Reservation of Rights to Easement. Notwithstanding anything to the contrary in this Agreement, Grantee does not acquire by this Agreement, but expressly takes subject to and Grantor reserves to Grantor and to Grantor's, successors and assigns, each and all of the following rights in and to the Easement:

(a) All oil, gas, sulphur, uranium, fissional materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth herein is not disturbed and the pipelines and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with;

(b) The right to use the Easement in any manner that will not prevent or interfere with the exercise by Grantee of its rights hereunder, provided, however, except as provided in paragraph 4(c) herein, Grantor shall not construct, nor permit to be constructed, any house, building, permanent structure, or other facility within the Easement, or change the grade of the surface over the pipeline without the prior written consent of Grantee. Grantee's written consent shall not be unreasonably withheld, denied, or refused; and

(c) The right to construct, maintain, repair and operate one or more fences, roads, railroad spurs, streets, alleys, sidewalks, driveways, parking lots, customary entry and landscape features, and other common area improvements over the Easement, use the land within the Easement for recreation or other similar purposes, move water across the easement for drainage and/or flood control as approved by any governing authorities; and construct maintain, repair and operate underground communication conduits, electric transmission and distribution lines, telephone lines, water, drainage and sewer pipelines, and other utilities across the Easement at any angle of not less than forty-five degrees (45°) to the pipeline; provided, however, that any such underground improvements shall be at least twenty-four (24) inches below the bottom of the pipeline. Further Grantor shall exercise any of these rights reserved in a manner so that:

- i. Grantee's pipeline and facilities located on the Easement shall not be endangered or injured;
- ii. the pipeline is left with the amount of cover originally installed to allow safe operation of the pipeline; and
- iii. the pipeline is left with proper, sufficient, and permanent support.
- iv. Grantor shall notify Grantee in writing at least forty-five (45) days in advance of any such use over, within, or across the Easement

Grantee's written consent to any of Grantor's improvements or other rights referenced in this paragraph shall not be unreasonably withheld, denied, or refused. If Grantor constructs any railroad spurs or other improvements referenced in this paragraph over and across the Easement as provided herein, Grantee agrees that if Grantee should reconstruct, repair, alter, change the size of, relocate, or remove the pipeline or take any other action, Grantee has the right to take hereunder, Grantee shall be solely responsible for increased costs or efforts incurred or necessitated by Grantee as a result of the existence of one or more of the railroad spurs or other improvement referenced in this paragraph, and Grantee shall exercise any of these rights in a manner so that:

- i. the railroad spurs shall not be endangered or injured; and
- ii. the railroad spurs shall be left with proper, sufficient, and permanent support; and
- iii. Grantee shall notify Grantor in writing at least forty-five (45) days in advance of any such activities.

Grantor and Grantee shall exercise reasonable good faith cooperation at all times regarding the construction and operation of any railroad spurs or other improvements or rights referenced in this paragraph.

5. Assignment. The rights herein granted may be assigned in whole or in part and the terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns, of the parties hereto.

6. Pipeline Depth. All pipe shall be buried to a minimum depth of thirty-six inches (36") below the surface of the ground and any then existing drainage ditches, creeks and roads.

7. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipeline within the boundaries of the Easement, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement only at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law. Except as provided in this paragraph, Grantee shall have no other above-ground structures within the boundaries of the Easement.

8. Initial and Future Damages Caused by Grantee. Grantee also agrees to pay any damages which may arise to growing crops, timber, and fences from the construction, maintenance and operation of pipeline and appurtenant facilities constructed under the terms of this grant. The consideration received for this Easement includes payment for the normal damages caused by the initial construction of the pipeline and its appurtenances.

9. INDEMNIFICATION. GRANTEE SHALL INDEMNIFY, DEFEND, AND FOREVER HOLD HARMLESS GRANTOR AND ITS PREDECESSORS, SUCCESSORS, PARENT ENTITIES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, PARTNERSHIPS, AFFILIATES, REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, OFFICERS, DIRECTORS, BENEFICIARIES, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL COSTS, LOSSES (INCLUDING, WITHOUT LIMITATION, DIMINUTION IN VALUE), LIABILITIES, DAMAGES, LAWSUITS, DEFICIENCIES, CLAIMS, EXPENSES, INTEREST, PENALTIES, COSTS OF MITIGATION, LOST PROFITS, REASONABLE ATTORNEYS' FEES, AND ALL AMOUNTS PAID IN INVESTIGATION, DEFENSE, OR SETTLEMENT OF ANY OF THE FOREGOING (COLLECTIVELY, THE "DAMAGES"), THAT ARE RELATED TO, DIRECTLY OR INDIRECTLY, OR ARISE OUT OF ANY ACTS OR OMISSIONS OF GRANTOR OR ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR ANY OTHER PERSON OR ENTITY ACTING UNDER GRANTOR'S CONTROL OR AT GRANTOR'S DIRECTION REGARDING THE EASEMENT AND/OR THE PIPELINE, EXCEPT FOR ANY DAMAGES RESULTING FROM THE NEGLIGENCE OF THE INDEMNIFIED PARTIES. FURTHERMORE, THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO ANY DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

10. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

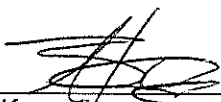
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11. Entire Agreement. It is mutually agreed and understood that, except for the Settlement Agreement and exhibits thereto executed by the parties of even date herewith, this Easement and Right of Way Agreement, as written, covers all agreements and stipulations between the said parties, and no representations or statements, oral or written, have been made modifying, adding to, or changing the terms of hereof.

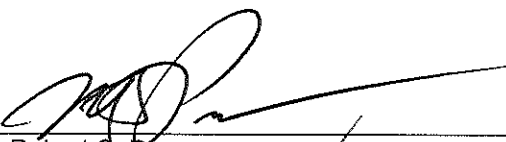

TO HAVE AND TO HOLD the Easement together with all and singular the privileges and appurtenances thereto in anywise belonging unto Grantor, its successors and assigns, forever. Grantor does hereby bind Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 1 day of December, 2010.

GRANTOR: Karmali Holdings, Inc., a Texas Corporation

By:   
Printed Name: Al Karmali  
Title: President

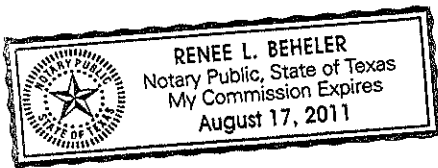
GRANTEE: TEXAS MIDSTREAM GAS SERVICES, L.L.C., an  
Oklahoma Limited Liability Company


By:   
Robert S. Purgason  
Chief Operating Officer 

## ACKNOWLEDGEMENT

STATE OF TEXAS           §  
                                      §  
 COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 1 day of December, 2010 by Al Karmali, President of Karmali Holdings, Inc., on behalf of said corporation.



  
 Notary Public, State of Texas

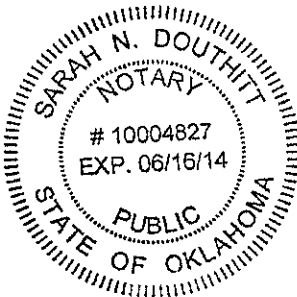
Printed Name: Renee Beheler

Commission Expires: August 17, 2011

## ACKNOWLEDGEMENT

STATE OF OKLAHOMA   §  
                                      §  
 COUNTY OF OKLAHOMA   §

This instrument was acknowledged before me on the 20th day of December, 2010 by Robert S. Purgason, Chief Operating Officer of Texas Midstream Gas Services, L.L.C., on behalf of said company.



  
 Notary Public, State of Oklahoma

Printed Name: Sarah N. Douthitt

Commission Expires: 06-16-14

Line: TX-TARR-KIMB-012.00  
 875932 v5 (64110.00002)

## EXHIBIT "A"

TARRANT COUNTY, TEXAS

## LEGAL DESCRIPTION OF 2.1475 ACRE TEMPORARY EASEMENT

Being a variable width temporary easement situated in the Mary Johnson Survey Abstract Number 858, City of Fort Worth, Tarrant County, Texas and being a portion of a tract of land described in deed to Karmali Holdings Inc., recorded in Instrument Number D202070286 of the deed records of Tarrant County, Texas, and being further described as held on the ground, by metes and bounds as follows:

**BEGINNING** at a 1/2" iron rod found for the northwest corner of said Karmali tract and being on the east right-of-way line of Union Pacific Railroad (100' Right-Of-Way);

**THENCE** departing said railroad right-of-way and crossing a portion of said Karmali tract the following courses and distances:

South 44°31'54" East, a distance of 150.00 feet to a point for corner;

South 45°28'06" West, a distance of 200.00 feet to a point for corner;

North 44°31'54" West, a distance of 55.00 feet to a point for corner;

South 45°28'06" West, a distance of 556.34 feet to a point for corner;

South 44°31'54" East, a distance of 55.00 feet to a point for corner;

South 45°28'06" West, a distance of 150.00 feet to a point for corner;

North 44°31'54" West, a distance of 55.00 feet to a point for corner;

South 45°28'06" West, a distance of 445.72 feet to a point for corner;

South 01°06'37" East, a distance of 162.43 feet to a point for corner in the south line of said Karmali tract and on the north line of Long Avenue (a variable width right-of-way) recorded in Volume 8636, Page 459;

**THENCE** North 84°05'41" West, along the north right-of-way line of said Long Avenue a distance of 60.45 feet to a point for corner;

**THENCE** departing said right-of-way and crossing a portion of said Karmali tract the following courses and distances:

North 01°06'37" West, a distance of 160.22 feet, to a point for corner;

North 45°28'06" East, a distance of 1334.63 feet to a point for corner;

North 44°31'54" West, a distance of 50.00 feet to a point for corner in the north line of said Karmali tract, same being on the east right-of-way line of said Union Pacific Railroad;

**THENCE** North 45°28'06" East, along said railroad right-of-way a distance of 57.45 feet to the **POINT OF BEGINNING** and containing 2.1475 acres of land, more or less.

Bearing based on Texas State Plane Coordinate System NAD 83, North Central Zone, Derived from GPS Observations.



*Mark C. Williams*  
MARK C. WILLIAMS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5461

BEARINGS BASED ON TEXAS STATE PLANE  
COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE,  
DERIVED FROM GPS OBSERVATIONS.

PAGE 1 OF 5

0	10/22/04	JF	ISSUE	MCW
1	11/10/04	DAM	REVISED TEMPORARY EASEMENT	MCW
2	1/7/08	JAK	REVISED TEMPORARY EASEMENT	MCW
REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. KIMBO 1H				
LAMB-STAR ENGINEERING, L.P., 5068 W. PLANO PARKWAY #155, PLANO, TX. 75093 214-440-3600				
<div style="display: flex; justify-content: space-between;"> <div> <p><b>texas</b> MIDSTREAM GAS SERVICES</p> <p>PROPOSED PIPELINE CROSSING THE PROPERTY OF <b>KARMALI HOLDINGS INC.</b></p> <p>FORT WORTH TARRANT COUNTY TEXAS</p> </div> <div> <p>DRAWN BY: JF DATE: 10/22/2008 DWG. NO.</p> <p>CHECKED BY: MCW DATE: 10/22/2008</p> <p>SCALE: 1"=200' APP:</p> </div> <div> <p>TX-TARR-KIMB-012.00</p> </div> </div>				
				REV. 2

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## EXHIBIT "A"

TARRANT COUNTY, TEXAS

## LEGAL DESCRIPTION OF 1.0509 ACRE PERMANENT EASEMENT

Being a 30 foot wide permanent easement situated in the Mary Johnson Survey Abstract Number 858, City of Fort Worth, Tarrant County, Texas and being a portion of a tract of land described in deed to Karmali Holdings Inc., recorded in Instrument Number D202070286 in the deed records of Tarrant County, Texas, and being further described as held on the ground, by metes and bounds as follows:

COMMENCING at a 1/2" Iron rod found for the northwest corner of said Karmali tract and being on the east right-of-way line of Union Pacific Railroad (100' Right-Of-Way);

THENCE South 45°28'06" West, a distance of 57.45 feet to the POINT OF BEGINNING;

THENCE departing said railroad right-of-way and crossing a portion of said Karmali tract the following courses and distances:

South 44°31'54" East, a distance of 50.00 feet to a point for corner;

South 45°28'06" West, a distance of 1334.63 feet to a point for corner;

South 01°06'37" East, a distance of 160.22 feet to a point for corner in the south line of said Karmali tract and on the north line of Long Avenue (a variable width right-of-way) recorded in Volume 6636, Page 459;

THENCE North 84°05'41" West, along the north right-of-way line of said Long Avenue a distance of 30.23 feet to a point for corner;

THENCE departing the north right-of-way line of said Long Avenue and crossing a portion of said Karmali tract the following courses and distances:

North 01°06'37" West, a distance of 169.44 feet, to a point for corner;

North 45°28'06" East, a distance of 1317.55 feet to a point for corner;

North 44°31'54" West, a distance of 20.00 feet to a point for corner in the east right-of-way line of said railroad;

THENCE North 45°28'06" East, along the east right-of-way line of said railroad a distance of 30.00 feet to the POINT OF BEGINNING and containing 1.0509 acres of land, more or less.

Bearing based on Texas State Plane Coordinate System NAD 83, North Central Zone, Derived from GPS Observations.



*Mark C. Williams*  
 MARK C. WILLIAMS  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5461

BEARINGS BASED ON TEXAS STATE PLANE  
 COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE,  
 DERIVED FROM GPS OBSERVATIONS.

PAGE 2 OF 3

REV.	DATE	BY	DESCRIPTION	CHK.
0	10/22/08	JF	ISSUE	MCW
1	11/10/08	DAM	REVISED TEMPORARY EASEMENT	MCW
2	1/7/09	JAK	REVISED TEMPORARY EASEMENT	MCW
PROJECT NO. KIMBO 1H				
LAMB-STAR ENGINEERING, L.P., 5068 W. PLANO PARKWAY #155, PLANO, TX, 75093 214-440-3500				

<b>texas</b> MIDSTREAM GAS SERVICES			
PROPOSED PIPELINE CROSSING THE PROPERTY OF <b>KARMALI HOLDINGS INC.</b> FORT WORTH TARRANT COUNTY TEXAS			
DRAWN BY: JF	DATE: 10/22/2008	DWG. NO.	REV.
CHECKED BY: MCW	DATE: 10/22/2008	TX-TARR-KIMB-012.00	2
SCALE: 1"=200'	APP:		

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## EXHIBIT "A"

TARRANT COUNTY, TEXAS

## LEGAL DESCRIPTION OF 0.2840 ACRE TEMPORARY EASEMENT

Being a variable width temporary easement situated in the Mary Johnson Survey Abstract Number 858, City of Fort Worth, Tarrant County, Texas and being a portion of a tract of land described in deed to Karmali Holdings Inc., recorded in Instrument Number D202070286 in the deed records of Tarrant County, Texas, and being further described as held on the ground, by metes and bounds as follows:

**COMMENCING** at a 1/2" Iron rod found for the northwest corner of said Karmali tract and being on the east right-of-way line of Union Pacific Railroad (100' Right-Of-Way);

**THENCE** South 45°28'06" West, along the east right-of-way line of said railroad a distance of 1262.16 feet to the **POINT OF BEGINNING**;

**THENCE** departing said railroad and crossing a portion of said Karmali tract the following courses and distances:

South 01°06'37" East, a distance of 27.54 feet to a point for corner;

South 45°28'06" West, a distance of 123.91 feet to a point for corner;

South 01°06'37" East, a distance of 169.44 feet to a point for corner in the south line of said Karmali tract and on the north line of Long Avenue (a variable width right-of-way) recorded in Volume 5636, Page 459;

**THENCE** North 84°05'41" West, along the south line of said Karmali tract, same being the north right-of-way line of said Long Avenue a distance of 60.45 feet to a point for corner;

**THENCE** North 01°06'37" West, departing said right-of-way line and crossing a portion of Karmali tract a distance of 132.81 feet, to a point for corner in the east right-of-way line of said railroad;

**THENCE** North 45°28'06" East, along the east right-of-way line of said railroad, a distance of 206.52 feet to the **POINT OF BEGINNING** and containing 0.2840 acres of land, more or less.

Bearing based on Texas State Plane Coordinate System NAD 83, North Central Zone, Derived from GPS Observations.



*Mark C. Williams*

MARK C. WILLIAMS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5451

BEARINGS BASED ON TEXAS STATE PLANE  
COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE,  
DERIVED FROM GPS OBSERVATIONS.

PAGE 3 OF 5

0	10/22/08	JF	ISSUE	MCW
1	01/10/09	DAM	REVISED TEMPORARY EASEMENT	MCW
2	1/7/09	JAK	REVISED TEMPORARY EASEMENT	MCW
REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. <b>KIMBO 1H</b>				
LAMB-STAR ENGINEERING, L.P., 5068 W. PLANO PARKWAY #155, PLANO, TX. 75093 214-440-3600				
<div style="display: flex; justify-content: space-between;"> <div> <p><b>texas</b> MIDSTREAM GAS SERVICES</p> <p>PROPOSED PIPELINE CROSSING THE PROPERTY OF <b>KARMALI HOLDINGS INC.</b></p> <p>FORT WORTH TARRANT COUNTY TEXAS</p> </div> <div> <p>DRAWN BY: JF DATE: 10/22/2008 DWG. NO.</p> <p>CHECKED BY: MCW DATE: 10/22/2008</p> <p>SCALE: 1"=200' APP:</p> </div> <div> <p>REV. 2</p> <p>TX-TARR-KIMB-012.00</p> </div> </div>				

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## EXHIBIT "A"

TARRANT COUNTY, TEXAS

## LEGAL DESCRIPTION OF 0.3760 ACRE TEMPORARY EASEMENT

Being a variable width temporary easement situated in the Mary Johnson Survey Abstract Number 858, City of Fort Worth, Tarrant County, Texas and being a portion of a tract of land described in deed to Karmali Holdings Inc., recorded in Instrument Number D202070286 in the deed records of Tarrant County, Texas, and being further described as held on the ground, by metes and bounds as follows:

**COMMENCING** at a 1/2" iron rod found for the northwest corner of said Karmali tract and being on the east right-of-way line of Union Pacific Railroad (100' Right-Of-Way);

**THENCE** South 45°28'06" West, along the east right-of-way line of said railroad a distance of 87.45 feet to the **POINT OF BEGINNING**;

**THENCE** departing said railroad and crossing a portion of said Karmali tract the following courses and distances:

South 44°31'54" East, a distance of 20.00 feet to a point for corner;

South 45°28'06" West, a distance of 818.89 feet to a point for corner;

North 44°31'54" West, a distance of 20.00 feet to a point for corner in the east right-of-way line of said railroad;

**THENCE** North 45°28'06" East, along the east right-of-way line of said railroad a distance of 818.89 feet to the **POINT OF BEGINNING** and containing 0.3760 acres of land, more or less.

Bearing based on Texas State Plane Coordinate System NAD 83, North Central Zone, Derived from GPS Observations.



*Mark C. Williams*  
 MARK C. WILLIAMS  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5461

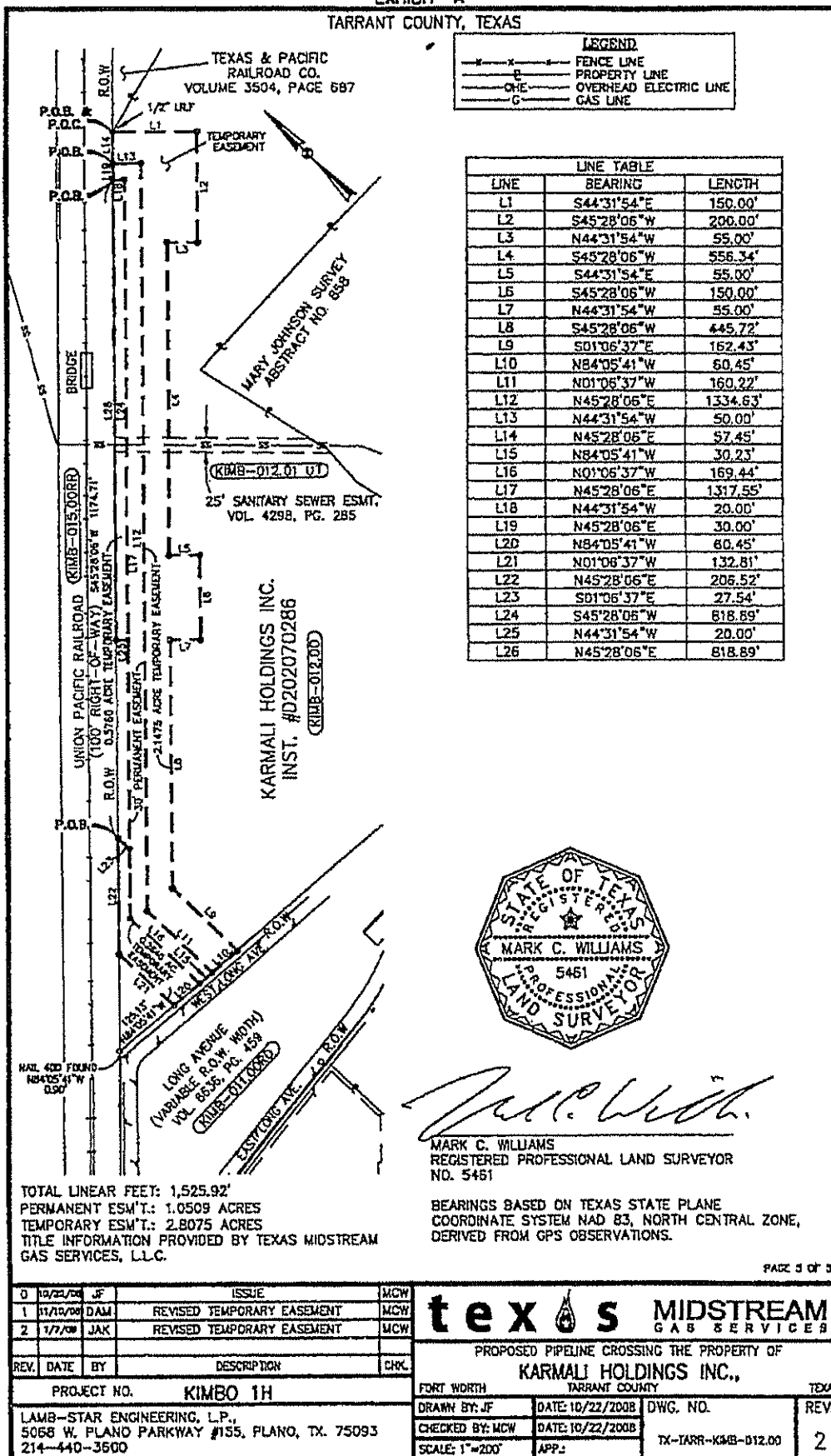
BEARINGS BASED ON TEXAS STATE PLANE  
 COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE,  
 DERIVED FROM GPS OBSERVATIONS.

PAGE 4 OF 5

0	10/22/08	JF	ISSUE	MCW
1	11/10/08	DAM	REVISED TEMPORARY EASEMENT	MCW
2	1/7/09	JAX	REVISED TEMPORARY EASEMENT	MCW
REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. <b>KIMBO 1H</b>				
LAMB-STAR ENGINEERING, L.P. 5058 W. PLANO PARKWAY #155, PLANO, TX. 75093 214-440-3600				
<div style="display: flex; justify-content: space-between;"> <div> <b>texas</b> MIDSTREAM            GAS SERVICES         </div> <div>           PROPOSED PIPELINE CROSSING THE PROPERTY OF  <b>KARMALI HOLDINGS INC.</b>            FORT WORTH TARRANT COUNTY TEXAS         </div> </div>				
DRAWN BY: JF		DATE: 11/10/2008		DWG. NO.
CHECKED BY: MCW		DATE: 11/10/2008		REV.
SCALE: 1"=200'		APP:		TX-TARR-KIMB-012.00
				<b>2</b>

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**EXHIBIT "A"**  
**TARRANT COUNTY, TEXAS**



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